

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

**PNC BANK, N.A.,**

**Plaintiff,**

**V.**

**RENE O. CAMPOS; 2013 TRAVIS OAK CREEK DEVELOPER, INC.; CHULA INVESTMENTS, LTD.; AND EUREKA MULTIFAMILY GROUP, L.P.,**

## Defendants.



**Civil Action No. 1:17-cv-01081**

## INDEX OF DOCUMENTS FILED IN STATE COURT

**DATE**

**DOCUMENT**

**EXHIBIT**

11/14/2017 Plaintiff's Original Petition and Request for Disclosure

A

11/14/2017 9:52 AM

Velva L. Price  
 District Clerk  
 Travis County  
 D-1-GN-17-006241  
 Victoria Benavides

D-1-GN-17-006241

CAUSE NO. \_\_\_\_\_

PNC BANK, N.A.,

*Plaintiff,*

v.

RENE O. CAMPOS; 2013 TRAVIS OAK CREEK  
 DEVELOPER, INC.; CHULA INVESTMENTS,  
 LTD.; and EUREKA MULTIFAMILY GROUP,  
 L.P.,

*Defendants.*

§  
 §  
 §  
 §  
 §  
 §  
 §  
 §  
 §  
 §

IN THE DISTRICT COURT

201<sup>st</sup> JUDICIAL DISTRICT

TRAVIS COUNTY, TEXAS

---

**PNC BANK, N.A.'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE**

---

Plaintiff PNC Bank, N.A. (“PNC”) files this Original Petition and Request for Disclosure and would respectfully show the following:

**I. DISCOVERY PLAN**

1. Pursuant to Texas Rule of Civil Procedure 190.1, PNC intends for discovery to be conducted herein under Level 2.

**II. PARTIES**

2. Plaintiff PNC Bank, N.A. is a federally chartered bank with its principal place of business in Pittsburgh, Pennsylvania. It can be served with papers in this matter through its counsel of record.

3. Defendant Rene O. Campos (“Campos”) is a Texas citizen and resident. He can be served with process at his home, located at 3637 Binkley Avenue, Dallas, Texas 75205, or wherever he may be found.

4. Defendant 2013 Travis Oak Creek Developer, Inc. (“Developer”) is a Texas corporation with its principal place of business in Dallas, Texas. It can be served with process

through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

5. Defendant Chula Investments, Ltd. (“**Chula**”) is a Texas limited partnership. Its sole general partner is Chula Management, LLC, a Texas limited liability company. On information and belief, all the limited partners in Chula and all the members in its general partner are Texas citizens and/or residents. Chula can be served with process through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

6. Eureka Multifamily Group, L.P. (“**Eureka**”) is a Texas limited partnership. Its sole general partner is Eureka Multifamily Group GP, Inc., a Texas corporation. Its sole limited partner is Rene O. Campos, Jr., an individual residing in Dallas County, Texas. Eureka can be served with process through its registered agent for service of process, 2001 Agency Corporation, 14160 Dallas Parkway, Suite 800, Dallas, Texas 75254.

### **III. JURISDICTION, VENUE, AND AMOUNT IN CONTROVERSY**

7. The Court has subject matter jurisdiction over this matter because the amount in controversy exceeds the minimum jurisdictional limits of this Court. The Court has personal jurisdiction over the Defendants because they either live or conduct business in Texas.

8. Venue is proper in this Court under Section 15.020 of the Texas Civil Practice and Remedies Code because this is an action arising from a “major transaction,” and Defendants agreed in writing that a suit arising from the transaction may be brought in Travis County, Texas. Alternatively, venue is proper in this Court under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because Travis County, Texas is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred.

9. PNC seeks monetary relief of over \$1,000,000.00. See Tex. R. Civ. P. 47(c).

#### IV. FACTS

10. 2013 Travis Oak Creek, LP (“**Borrower**”) was created to develop, construct, operate, maintain, and manage an apartment complex in Austin, Texas that is known as the Lucero Apartments (“**Property**”).

11. Borrower financed the construction of the Property with a \$26 million loan (“**Construction Loan**”) made by J.P. Morgan Chase Bank, N.A. (“**Chase**”).

12. The Construction Loan was secured by, among other things, a guaranty of payment and completion (“**Guaranty**”) signed by four guarantors: Campos, Developer, Chula, and Eureka (collectively, “**Guarantors**” or “**Defendants**”). Per the Guaranty, the Guarantors guaranteed to the Lender,<sup>1</sup> jointly and severally, absolutely, irrevocably, and unconditionally the payment of the Debt.<sup>2</sup> The Guaranty is a guaranty of payment and not of collection, and the Guarantors waived any right to require that any action be brought against the Borrower or any other person or party or to require that resort be had to any security or to any balance of any deposit account or credit on the books of the Lender in favor of the Borrower or any other person or party.<sup>3</sup>

---

<sup>1</sup> Per Section 11 of the Guaranty, references to Lender “shall be deemed to include its successors and assigns,” *i.e.*, PNC.

<sup>2</sup> Defined in the Guaranty as “all liabilities of the Borrower to the Lender of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by the Lender, by assignment or otherwise, whether matured or unmatured and whether absolute or contingent, any principal, interest, additional interest (including specifically all interest accruing from and after the commencement of any case, proceeding or action under any existing or future laws relating to bankruptcy, insolvency or similar matters with respect to the Borrower) and other sums of any nature whatsoever which may be due or shall become due and payable pursuant to the provisions of the Note, the Mortgage, the Loan Agreement or any other document or instrument now or hereafter executed that governs, secures and/or evidences the Loan (said Note, Mortgage, Loan Agreement and such other documents and instructions, collectively, the “Loan Documents”) and any agreement executed by Borrower with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, on or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indexes or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions (all of the above unaffected by modification thereof in any bankruptcy or insolvency proceeding), and even though the Lender may not have allowed a claim for the same against the Borrower as a result of any bankruptcy or insolvency proceeding.”

<sup>3</sup> See § 10 of the Guaranty.

13. Borrower failed to repay the Construction Loan on its maturity date, May 23, 2017. On June 2, 2017, Chase sent Borrower and Guarantors a Notice of Default of the Construction Loan. On June 28, 2017, Chase applied \$834,144.46 that was in a pledged account of Borrower against the principal balance of the Construction Loan.

14. Borrower is still in default of the Construction Loan. Per the Guaranty, an event of default under the Construction Loan constitutes an event of default of the Guaranty. Thus, Guarantors are in default of the Guaranty.

15. On October 3, 2017, Chase and PNC entered into a Sale and Assignment Agreement (“**Sale Agreement**”).

16. On October 12, 2017, Chase entered into an Assignment of Deed of Trust and Other Loan Documents (“**General Assignment**”), whereby Chase assigned to PNC all of Chase’s right, title, and interest in, to, and under the following:

- a. Credit Support and Funding Agreement, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- b. Advance Promissory Note, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A. in the original principal amount of \$26,000,000;
- c. Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement, dated May 23, 2014, by 2013 Travis Oak Creek, L.P. to Jacqueline P Yardley, of Cook County, Illinois, as Trustee, for the benefit of JPMorgan Chase Bank, N.A., recorded at Recording No. 2014075497 on May 27, 2014, in the Real Property Records of Travis County, Texas;
- d. Environmental Indemnity Agreement, dated May 23, 2014, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- e. Guaranty of Payment and Completion, dated May 23, 2014, by Rene O. Campos, 2013 Travis Creek Developer, Inc., Chula Investments, Ltd., and Eureka Multifamily Group, LP for the benefit of JPMorgan Chase Bank, N.A.;
- f. Loan Policy of Title Insurance No. CTGS29-82913000800A issued by Chicago Title Insurance Company, dated May 23, 2014;
- g. Payment and Performance Bonds, dated May 23, 2014;

- h.* Modification Agreement (with Amendment to Credit Support and Funding Agreement), dated April 20, 2016, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- i.* Modification Agreement (with Amendment to Credit Support and Funding Agreement), dated November 23, 2016, between 2013 Travis Oak Creek, L.P. and JPMorgan Chase Bank, N.A.;
- j.* Tri-Party Agreement, dated May 23, 2014 among 2013 Travis Oak Creek, L.P., JPMorgan Chase Bank, N.A., and PNC Bank, National Association;
- k.* Liquidity Maintenance Agreement, dated May 23, 2014, by 2013 Travis Creek Developer, Inc., Eureka Multifamily Group, LP, Chula Investments, Ltd., and Rene O. Campos, and JPMorgan Chase Bank, N.A.;
- l.* UCC Financing Statement, filed with the Texas Secretary of State on June 1, 2014, as filing no. 14-0017272761;
- m.* UCC Financing Statement, filed with the Travis County Clerk on May 23, 2014, as filing no. 2014074970;
- n.* Subordination Agreement, dated May 23, 2014, by and among Austin Housing Finance Corporation, JPMorgan Chase Bank, N.A., and 2013 Travis Oak Creek, LP;
- o.* Subordination Agreement, dated May 23, 2014, by and among 2013 Travis Oak Creek, LP, JP Morgan Chase Bank, N.A., and 2013 Travis Oak Creek, GP, LP;
- p.* Intercreditor and Subordination Agreement, dated May 23, 2014, by and among JPMorgan Chase Bank, N.A., 2007 Travis Heights, LP, and 2013 Travis Oak Creek, LP;
- q.* Developer Fee Subordination Agreement, dated May 23, 2014, by and among 2013 Travis Oak Creek, LP, 2013 Travis Oak Creek Developer, Inc., and JPMorgan Chase Bank, N.A.;
- r.* Assignment of Management Agreement and Consent and Subordination of Manager, dated as of May 23, 2014, by 2013 Travis Oak Creek, LP and Eureka Multi-family Group, LP, for the benefit of JPMorgan Chase Bank, N.A.;
- s.* Assignment of Accounts, dated May 23, 2014, by Travis Oak Creek, LP to JPMorgan Chase Bank, N.A.;
- t.* Partnership Certificate and Consent of Partners-Eureka Multi-Family Group, LP;
- u.* Partnership Certificate and Consent of Partners-Chula Investments, Ltd.; and

- v. “All other documents, instruments and agreements evidencing, securing or otherwise governing the terms of the loan provided for in the Loan Agreements and secured by Deed of Trust. . . .”

17. On October 12, 2017, Chase also entered into an Allonge (“**Allonge**”) regarding the Advance Promissory Note, in the original principal amount of \$26,000,000.00, dated May 23, 2014, executed by Borrower, and originally payable to Chase.

18. On October 12, 2017, Chase also entered into an Assignment of Deed of Trust (“**Assignment of Deed of Trust**”), whereby it assigned all of its right, title, and interest in, under, and to that certain Construction Deed of Trust, Absolute Assignment of Rents, Security Agreement and Financing Statement made by Borrower, to Jacqueline P. Yardley as Trustee for the benefit of Chase (“**Deed of Trust**”).

## V. CAUSES OF ACTION

### (Count 1: Breach of Guaranty against All Defendants)

19. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

20. The Guaranty is a valid and enforceable contract between the PNC and Guarantors.

21. Per the Guaranty, Guarantors guaranteed to PNC, jointly and severally, absolutely, irrevocably, and unconditionally the payment of Borrower’s Debt.

22. Borrower is in default of the Construction Loan. Despite written notice of Borrower’s default of the Construction Loan, Guarantors have failed to pay and satisfy Borrower’s obligations under the Construction Loan. Moreover, per the Guaranty, an event of default under the Construction Loan constitutes an event of default of the Guaranty. Thus, Guarantors are in default of the Guaranty.

23. Guarantors’ breaches of the Guaranty have proximately caused PNC actual and special damages.



24. PNC was forced to retain counsel to enforce the Guaranty and collect the sums due. As such, PNC is entitled, under the Guaranty and Section 38.001 of the Texas Civil Practice and Remedies Code, to recover its reasonable and necessary attorney's fees.

#### **VI. REQUEST FOR DISCLOSURE**

25. Defendants are requested to disclose the information described in Rule 194.2 of the Texas Rules of Civil Procedure within 50 days of service of this request.

#### **VII. PRAYER**

Wherefore, premises considered, PNC respectfully prays that the Court:

- a.* Cause the Defendants to be cited to appear;
- b.* Award PNC all of its damages, including actual and special damages;
- c.* Award PNC all of its pre-judgment and post-judgment interest;
- d.* Award PNC its reasonable and necessary attorney's fees;
- e.* Award PNC all costs of court; and
- f.* Grant PNC such further relief to which it may be entitled.

Date: November 13, 2017

Respectfully submitted,

/s/ Jon G. Shepherd

Jon G. Shepherd

Texas State Bar No. 00788402

*jon.shepherd@hklaw.com*

Nicholas A.F. Sarokhanian

Texas State Bar No. 24075020

*nicholas.sarokhanian@hklaw.com*

**HOLLAND & KNIGHT LLP**

200 Crescent Court, Suite 1600

Dallas, Texas 75201

(214) 964-9500

(214) 964-9501 (facsimile)

**ATTORNEYS FOR PLAINTIFF**

**PNC BANK, N.A.**


## CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): \_\_\_\_\_ COURT (FOR CLERK USE ONLY): \_\_\_\_\_

STYLED PNC Bank, M.A. v. Rene O. Campos, et al.

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:		Names of parties in case:		Person or entity completing sheet is:
Name: Jon G. Shepherd	Email: jon.shepherd@hklaw.com	Plaintiff(s)/Petitioner(s): PNC Bank, N.A.		<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
Address: 200 Crescent Ct., Suite 1600	Telephone: (214) 964-9433	Defendant(s)/Respondent(s): Rene O. Campos; 2013 Travis Oak Creek Developer, Inc.; Chula Investments, Ltd.; Eureka Multifamily Group, LP <small>[Attach additional page as necessary to list all parties]</small>		Additional Parties in Child Support Case:
City/State/Zip: Dallas, Texas 75201	Fax: (214) 964-9501			Custodial Parent:
Signature: 	State Bar No: 00788402			Non-Custodial Parent:
				Presumed Father:

2. Indicate case type, or identify the most important issue in the case (select only 1):				
Civil			Family Law	
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)
<i>Debt/Contract</i> <input type="checkbox"/> Consumer/DTPA <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____  <i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <i>Malpractice</i> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____  <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children  <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other  <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order  <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Employment	Other Civil			
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____		
Tax	Probate & Mental Health			
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings		<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____	

3. Indicate procedure or remedy, if applicable (may select more than 1):		
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover